

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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	:	
THE AVON COMPANY f/k/a NEW AVON	:	
LLC and LG H&H COMPANY, LTD.,	:	<u>ORDER</u>
	:	
Plaintiffs,	:	22 Civ. 4724 (AKH)
-against-	:	
	:	
FAREVA MORTON GROVE, INC. and	:	
FAREVA S.A.,	:	
	:	
Defendants.	:	
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ALVIN K. HELLERSTEIN, U.S.D.J.:

By order of August 14, 2024, I set out a motion schedule to enable me to determine the validity of two liquidated damage provisions in the parties' governing contract. (ECF 391). As amended, cross-motions on the issue were due, and were timely filed, on January 31, 2025. (ECF 399, 410). Opposition papers are due February 28, 2025. (ECF 397).

Avon's motion goes beyond the scope of my order, to ask for dismissal of Fareva's counterclaims, in addition to arguing the validity of the liquidated damage provisions. Both parties' briefs far exceed the page limits of the Local Rules and lack the certification required by the Rules. *See* Local Rule 7.1(c) (Jan. 2, 2025).

Defendant Fareva moves, by letter motion dated February 3, 2025 (ECF 417), to strike so much of Avon's motion for summary judgment that exceeds the scope of my order of August 14, 2024. The motion is granted.


Both parties, by February 13, 2025, shall refile their motions and supporting papers, confining them to the issue described by my order of August 14, 2024, limiting them to the arguments made in their January 31, 2025 filing, and complying with the requirements of Local

Rule 7.1. The potential dismissal of counterclaims will be dealt with later in the case proceedings. There is no question that I have the authority so to manage this complicated and overly-contested case. See Fed. R. Civ. P. 16(c)(2)(E), (L).

SO ORDERED.

Dated:

February 5, 2025
New York, New York


ALVIN K. HELLERSTEIN
United States District Judge